

# EXCLUSIVE BUYER REPRESENTATION AGREEMENT

\_\_\_\_\_ (hereinafter "Buyer")  
Buyer hereby retains \_\_\_\_\_ (Agency)

on an exclusive basis and in consideration of its efforts to locate and/or assist in the acquisition of real property suitable to Buyer by way of purchase, exchange, option, lease or otherwise, consistent with the terms and conditions below.

1. This Agreement begins on \_\_\_\_\_ and will terminate on \_\_\_\_\_, unless prior to termination date, the Buyer places a property under any type of contract, in which case this Agreement will terminate upon closing and/or transfer of title. This Agreement is specific to properties located in the following areas: \_\_\_\_\_.
2. Agency responsibilities:
  - a. Make available to the Buyer the Agency's professional skills and resources in locating, negotiating and closing on property determined by Buyer to be suitable to Buyer's needs;
  - b. Assist the Buyer to determine current market value, if requested by Buyer;
  - c. Will not reveal confidential information obtained from Buyer to other licensees, except to the Designated Broker or his designee for purposes of seeking advice and assistance of benefit to Buyer;
  - d. Assist Buyer, if requested, to locate property-related professional assistance (e.g., survey, tax, legal, inspection of building and/or systems) or other areas that Buyer indicates are crucial to the transaction.
3. Buyer responsibilities:
  - a. Work exclusively with Agency; Refer all properties of interest and conduct all negotiations through Agency for any property of interest to Buyer;
  - b. Furnish Agency with necessary personal and financial information to verify Buyer's ability to purchase property;
  - c. Consult with Agency before visiting open houses, contacting any other agency or "For Sale by Owner" properties to avoid confusion over the agency relationship or misunderstanding about liability for commission;
  - d. To make an independent investigation and determination that neighborhood, amenities, and non-property related issues meet Buyer's needs;
  - e. Request in writing that Agency investigate or verify specific issues and receive Agency's agreement to do so.
  - f. If new construction, retain sole and exclusive responsibility to evaluate the qualifications of the builder and determine if builder is satisfactory to Buyer's needs.
4. Compensation:
  - a. Retainer Fee: Upon signing of this Agreement, Buyer shall pay \$ \_\_\_\_\_ dollars to retain Agency's services during this period. This retainer fee is not refundable but shall be credited to the Buyer at closing.
  - b. For listed property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price or the amount offered by the listing agency to a buyer agency, whichever is greater. The payment of any commission by the Seller(s) or listing agency from the sales proceeds will not make the Agency either the agent or subagent of the Seller(s).
  - c. For unlisted property, Buyer agrees to pay, or cause to be paid by Seller, to Agency a commission of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price, whichever is greater.
  - d. If Buyer receives an interest in property by way of purchase, exchange, option, lease or otherwise, which property was introduced to Buyer during the term of this Agreement within 6 months of its expiration, a commission will be due Agency unless Buyer in good faith has entered into a subsequent EXCLUSIVE BUYER REPRESENTATION AGREEMENT with another agency. Introduction to the property includes receiving any information concerning the property, being shown the property or presenting offers on the property. All rights under this paragraph shall terminate on \_\_\_\_\_.
  - e. The commission will be earned when a contract has been accepted by a Seller and all contingencies have been satisfied. The commission will be earned even when Buyer pursues the acquisition of property on their own without the involvement or assistance of Agency.
  - f. Disclosure of Variable Compensation  
 Yes  No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Buyer acknowledges this policy may limit the participation of other agencies in the marketplace  
 Yes  No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.
  - g. Home Warranty:  Yes  No Referral Fee: The Licensee/Agency anticipates receiving the following compensation or other valuable consideration in return for referring a home warranty company to the parties in this transaction when the sale closes: \$ \_\_\_\_\_.
5. Other Conditions:
  - a. This agreement includes property for sale by owner, property not currently for sale, unlisted new construction and property listed for sale by this or other real estate agencies.
  - b. All properties are acceptable at the sole and absolute discretion of Buyer.
  - c. Buyer agrees that Agency and its agents may present the same property to other prospective buyers and may represent other buyers in the acquisition of the same property.
  - d. Agency will cooperate and compensate other agencies if appropriate in locating property for Buyer under this Agreement.
  - e. Agency will not be responsible for independently investigating or verifying specific information not related to the property itself.
  - f. Agency will not be responsible for independently verifying information supplied by other licensees, outside professionals or government agencies, third party advice, data or specific information unless agreed in writing by both parties.
  - g. Buyer acknowledges Agency's advice to seek legal, tax and other professional advice as necessary relating to proposed transaction.

EBRA - Page 1 of 2 Buyer's Initials \_\_\_\_\_

Additional Conditions: \_\_\_\_\_  
\_\_\_\_\_

I hereby consent to receive fax transmissions sent from Agency to fax number(s) provided herein.

Buyer(s) acknowledges receipt of a copy of the Residential Property Transaction Booklet Yes  No

Properties shall be presented without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation, or national origin.

BUYER(S) \_\_\_\_\_  
\_\_\_\_\_

BUYER(S) MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUYER(S) PHONE NUMBER: \_\_\_\_\_

BUYER(S) E-MAIL ADDRESS: \_\_\_\_\_

BUYER(S) Fax Number(s): \_\_\_\_\_

Accepted by \_\_\_\_\_ on behalf of \_\_\_\_\_  
LICENSEE AGENCY

